

DOCKET FILE COPY ORIGINAL

## Roanoke Rapids Graded School District

536 Hamilton Street • Roanoke Rapids, North Carolina 27870-2702  
(252) 535-3111 • Fax (252) 535-5919

Jane Burke  
Superintendent

October 19, 2001

JAN - 2 2002

Federal Communications Commission  
Office of the Secretary  
445 12<sup>th</sup> Street, SW  
Room TW-A325  
Washington, DC 20554

In the matter of: Request for Review by Roanoke Rapids Graded Schools of Decision of Universal Service Administrator

Re: FCC Docket Nos. 97-21 and 96-45

Roanoke Rapids Graded Schools provides Internet access for all networked computers in our school district (about 850). Our Internet Service Provider has been North Carolina School Link, Inc. since July 24, 1996. We have received Erate reimbursement funding for this service for both years 1 and 2 from Schools and Libraries Division. We also applied for funding for years 3 and 4. We still have no decision letter for year 3. We have been denied funding for year 4. We appealed to SLD for year 4 and were again denied.

Please see the attached copy of our appeal to SLD for full detail of the relevant, material facts and supporting documents.

According to the SLD Guidelines for Review for Appeals, there are two instances where we feel they could have approved our appeal:

**1. When the appeal makes clear that SLD erred in its initial review.**

Before filing for Year 4 funding with SLD, I contacted them and asked if posting a Form 470 was necessary if we had a continuing contract. We discussed the terms and dates of the contract. I was told it was continuing and that no Form 470 was necessary.

We pointed out to SLD that we were given incorrect information by their staff in phone conversations relative to handling the continuing contract we have with North Carolina School Link, Inc. Please note on page 2 of their response to our appeal the statement **"While it is unfortunate that you might receive some incorrect information from our Client Technical Bureau, it is ultimately the applicant's responsibility to ensure their application be in compliance with the FCC rules."**

No. of Copies rec'd 0  
List ABCDE

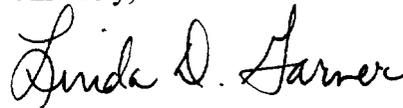
Our question to SLD and the FCC is, "If you cannot get correct information from the source we have been given as our primary contact, then from where should we have obtained it?"

2. **When the appeal makes clear that the applicant made a mistake in information provided in or with the application leading to funding denial and that SLD could have identified the mistake from information provided with the application.**

A copy of our contract with North Carolina School Link, Inc. that specifies it is a continuing contract was enclosed with our application 471. Additional copies of this contract were faxed to SLD staff when they questioned the continuing status. At all times, SLD had access to the documentation that proved that we were under a continuing contract. All conversations with SLD staff confirmed that this was a continuing contract and no Form 470 was necessary.

The Roanoke Rapids Graded School District respectfully requests that we receive funding for year 4 for Funding Request Numbers 512906 and 512926 in the amount of \$32,424.

Sincerely,



Linda D. Garner  
Director of Technology



## Roanoke Rapids Graded School District

536 Hamilton Street • Roanoke Rapids, North Carolina 27870-2702  
(252) 535-3111 • Fax (252) 535-5919

Jane Burke  
Superintendent

August 7, 2001

Letter of Appeal  
Schools and Libraries Division  
Box 125 – Correspondence Unit  
80 South Jefferson Road  
Whippany, NJ 07981

**Contact Information:**

Name: Linda D. Garner  
Title: Director of Technology  
Company: Roanoke Rapids Graded School District  
Address: 536 Hamilton Street  
Roanoke Rapids, NC 27870  
Phone: 252-535-3111 x115  
Fax: 252-535-5919  
Email: [garnerl.co@rrgsd.org](mailto:garnerl.co@rrgsd.org)

Letter Type: Funding Commitment Decision Letter  
Funding Year: Funding Year 4: 07/01/2001 – 06/30/2002  
Date of Letter: July 23, 2001  
Applicant Name: Roanoke Rapids School District  
Form 471 Application No: 222879  
Billed Entity Number: 126898  
Funding Request Numbers: 512906, 512926  
Service Provider: North Carolina School Link Inc.  
SPIN: 143006012

This is a letter of appeal for our Funding Commitment Decision Letter referenced above.

Funding was denied on the basis "The FRN references services that require a posting of a 470 for each Funding Year."

Our Internet service has been provided by North Carolina School Link, Inc. via an on going, continuing contract signed and dated July 24, 1996. A copy is enclosed and labeled ITEM A. Please note on page 3 under Term and Termination: item 2 as follows:

“Term: The term of this Service Contract shall be a period of One (1) year beginning on the Effective Date and shall automatically renew for a period of One (1) year upon the expiration of each term.”

Also, note in the same section item 4, which states:

“Either party may terminate this Service Contract after expiration of this first term upon giving the other party at least Ninety (90) days written notice of cancellation.”

To date, neither party has terminated this continuing contract.

When we submitted the Form 470 for Year 1, I called SLD and asked how to handle the dates for this continuing contract. I was told to enter on Form 470 (ITEM B enclosed) Block 3, line 10, the signed date of July 24, 1996 and termination date of on going.

When we submitted the Form 470 for Year 2, I called SLD again and asked how to handle the dates for this continuing contract. I was told to enter on Form 470 (ITEM C enclosed) Block 3, line 10, the signed date of July 24, 1996 and termination date of June 30, 2000. At that time I asked would this termination date cause the contract to no longer be considered continuing. The reply was no because a copy of the contract would be required each year thereafter.

For Years 3 and 4 no Form 470 was required for on going contracts. Therefore, I filed none for those years.

I feel that I have contacted SLD on every question for which I had a concern including this issue of having a continuing contract. I also followed the directions given to me by SLD personnel whom I assumed qualified to provide correct instructions. If any of these instructions were incorrect, I do not feel we should be penalized by denial of funds when we contacted the proper source for valid procedures that should have insured our receipt of said funds.

I therefore respectfully request that the Form 470 filed in Year 2 that establishes our continuing contract with North Carolina School Link, Inc. be considered an on going contract for Years 3 and 4 as well.

Sincerely,

Linda D. Garner  
Director of Technology

Enclosures:  
ITEMS A,B,C



---

**Administrator's Decision on Appeal - Funding Year 2001-2002**

October 2, 2001

Linda Garner  
Roanoke Rapids Graded School District  
536 Hamilton Street  
Roanoke Rapids, NC 27870

Re: Billed Entity Number: 126898  
471 Application Number: 222879  
Funding Request Number(s): 512906, 512926  
Your Correspondence Data: August 7, 2001

After thorough review and investigation of all relevant facts, the Schools and Libraries Division ("SLD") of the Universal Service Administrative Company ("USAC") has made its decision in regard to your appeal of SLD's Year Four Funding Commitment Decision for the Application Number indicated above. This letter explains the basis of SLD's decision. The date of this letter begins the 30-day time period for appealing this decision to the Federal Communications Commission ("FCC"). If your letter of appeal included more than one Application Number, please note that for each application for which an appeal is submitted, a separate letter is sent.

Funding Request Number: 512906, 512926  
Decision on Appeal: **Denied in Full**  
Explanation:

- Your appeal letter stated that your internet service has been provided via an ongoing, continuing contract signed and dated July 24, 1996. The term of the contract shall be a period of one year and shall automatically renew for a period of one year upon the expiration of each term. For Years 3 and 4, you believed that no Form 470 was required for ongoing contracts. Therefore you filed none for those years.
- The contract that you provided indicate a contract award date of July 24, 1996, which has a term of one year with a voluntary renewal clause. According to program rules, voluntary contract extensions must be posted for on a new Form 470 every funding year. Therefore, your Form 470 should have been posted on the website. Consequently, SLD denies your appeal because your application did not comply with the competitive bidding requirement that your Form 470 be posted on the website for

28 days. While it is unfortunate that you might receive some incorrect information from our Client Technical Bureau, it is ultimately the applicant's responsibility to ensure their application be in compliance with the FCC rules.

- Your Form 470 was not posted on the USAC website because you indicated in your Form 470 that it was not necessary for SLD to do so. FCC rules require that except under limited circumstances, all Forms 470 received be posted on the website for 28 days, and that applicants carefully consider all bids received before selecting a vendor, entering into an agreement or signing a contract, and signing and submitting a Form 471. See 47 C.F.R. §§ 54.504; 54.511(a), (c). These competitive bidding requirements help ensure that applicants receive the lowest pre-discount price from vendors. See *Federal-State Joint Board on Universal Service*, CC Docket No. 96-45, Order on Reconsideration, 12 FCC Rcd 10095, 10098 ¶ 9 (1997). The only exceptions to the posting requirement are for: (1) contracts signed on or before July 10, 1997 for the life of the contract; (2) contracts signed between July 10, 1997 and before January 30, 1998 (the date on which the web site became operational) for services provided through June 30, 1999. See 47 C.F.R. § 54.511(c); *Fifth Reconsideration Order*, 13 FCC Rcd at 14916 *Fifth Reconsideration Order*, 13 FCC Rcd at 14916 ¶ 2, and 14920 ¶ 8 (extending Year One funding period through June 30, 1999).

If you believe there is a basis for further examination of your application, you may file an appeal with the Federal Communications Commission, Office of the Secretary, 445 12<sup>th</sup> Street, SW, Room TW-A325, Washington, DC 20554. Please reference CC Docket Nos. 96-45 and 97-21 on the first page of your appeal. Before preparing and submitting your appeal, please be sure to review the FCC rules concerning the filing of an appeal of an Administrator's Decision, which are posted on the website at <[www.universalservice.org](http://www.universalservice.org)>. **You must file your appeal with the FCC no later than 30 days from the date on this letter for your appeal to be filed in a timely fashion.**

We thank you for your continued support, patience, and cooperation during the appeal process.

Schools and Libraries Division  
Universal Service Administrative Company

470

# Schools and Libraries Universal Service

## Description of Services Requested and Certification Form

Estimated Average Burden Hours Per Response: 6 hours

This form is designed to help schools and libraries describe the eligible telecommunications-related services they seek so that this data can be posted on a website and interested service providers can identify the applicant as a potential customer and compete to serve it.

Please read instructions before completing.

(To be completed by entity that will negotiate with providers.)

### Block 1: Applicant Address and Identifications (School, library, or consortium desiring Universal Service funding.)

1. Name of Applicant Roanoke Rapids City Schools 2. Funding Year 1998

3a. NCES School Code (if individual school) or NCES Library Code (if individual library)

3b. Universal Service Control Number  
(Administrator will insert this)

3c. Applicant ID Number  
(Administrator will insert this)

4a. Type of Applicant  
(Check only one box.)

- school
- school district
- library or library consortium under the LSTA
- consortium of multiple entities

4b. If applicant is a consortium, check all other boxes that apply:

- includes non-governmental entities ineligible for support
- entity desires separate bills for each member of consortium
- entity desires separate bills for some members of consortium
- region of a state  statewide  multi-state
- state educational agency
- local educational agency
- educational service agency

5. Applicant's Street Address, P.O. Box, or Route Number

536 Hamilton Street

|                               |                    |                          |   |  |
|-------------------------------|--------------------|--------------------------|---|--|
| City<br><u>Roanoke Rapids</u> | State<br><u>NC</u> | Zip Code<br><u>27870</u> | Telephone Number<br><u>919-535-3111</u> | E-mail Address<br><u>garnerl.co@rrgsd.schoollink.net</u> |
|-------------------------------|--------------------|--------------------------|---|--|

6. Contact Person's Name Linda D. Garner

Street Address, P.O. Box, or Route Number (if different from Item 5)

536 Hamilton Street

|                               |                    |                               |
|-------------------------------|--------------------|-------------------------------|
| City<br><u>Roanoke Rapids</u> | State<br><u>NC</u> | Zip Code<br><u>27870-2702</u> |
|-------------------------------|--------------------|-------------------------------|

Fill in all of the following (if available), and check the preferred mode of contact:  Telephone 919-535-3111

FAX 919-535-5919  E-mail garnerl.co@rrgsd.schoellink.net  Mail

### Block 2: Other Characteristics of Applicant

7a. Number of students 3185

7b. Number of library patrons

8. Number of buildings to be served 4

9. Number of rooms to be served 218

### Block 3: Summary Description of Needs or Services Requested

10.  Check if applicant seeks discounts only for eligible services based on one or more existing, binding contract(s) and proceed to Block 4. If so, provide date(s) contract(s) was/were signed July 24, 1996 and its/their termination date(s) on-going (automatically renews unless terminated by us or the vendor) 12/31/98

11.  Check here if you have a Request for Proposal (RFP) available. If the RFP is posted on a website, provide the website address \_\_\_\_\_

*use 12/31/99  
next year  
+ still*

*considered  
existing  
since 90 starts*



Year 2 <sup>C</sup>

FC rm

Approval by OMB  
3060-0806

# 470 Schools and Libraries Universal Service Description of Services Requested and Certification Form

Block 3, Continued

10. Continued-List existing, binding contracts

| Sequence # | Date Contract Signed | Contract Termination Date |
|------------|----------------------|---------------------------|
| 1          | 07/24/1996           | 06/30/2000                |
| 2          |                      |                           |
| 3          |                      |                           |
| 4          |                      |                           |
| 5          |                      |                           |
| 6          |                      |                           |
| 7          |                      |                           |
| 8          |                      |                           |
| 9          |                      |                           |
| 10         |                      |                           |
| 11         |                      |                           |
| 12         |                      |                           |

Enter More Contracts

<< Previous

Reset

Next >>

Copyright 1997  
Schools and Libraries Corporation, Inc.

NORTH CAROLINA SCHOOL LINK  
INTRANET AND INTERNET APPLICATION & SERVICE CONTRACT

Account No.: ROA01

1. School System (Subscriber):

Name of School System: Roanoke Rapids Graded School District  
Address: 536 Hamilton Street  
City/State/Zip: Roanoke Rapids, NC 27870  
Contact Person: Linda Garner  
Telephone No.: (919) 535-3111

2. Sites:

- |   |  |  |
|---|--|--|
| 1. Roanoke Rapids High School<br>800 Hamilton Street<br>Roanoke Rapids, NC 27870<br><u>Edward E. Ingram</u><br>(919) 537-8563 | 2. Chaloner Middle School<br>2100 Virginia Avenue<br>Roanoke Rapids, NC 27870<br>Joseph F. Searcy<br>(919) 537-8540        | 3. Clara Hearne Elementary<br>731 Cedar Street<br>Roanoke Rapids, NC 27870<br>Carol H. Cowen<br>(919) 537-3023 |
| 4. W. L. Medlin Elementary<br>237 Vance Street<br>Roanoke Rapids, NC 27870<br>Nita Cochran<br>(919) 537-3308                  | 5. W. L. Manning Elementary<br>1102 Barrett Street<br>Roanoke Rapids, NC 27870<br>Michelle L. Laughridge<br>(919) 535-2115 | 6. Administrative Offices<br>536 Hamilton Street<br>Roanoke Rapids, NC 27870<br>Jane Burke<br>(919) 535-3111   |

3. Hardware, Software, Equipment and Services to be Provided:

See Attached Exhibit "A"

4. Initial Charge:

\$ 40,000.00

This North Carolina School Link Intranet and Internet Application and Service Contract includes the terms and conditions as Attachment I, attached hereto and incorporated herein by reference, of which the Subscriber acknowledges that he has read and understands all such terms and conditions and agrees to be bound by them.

North Carolina School Link, Inc.

Subscriber

by: [Signature]  
Title: CEO  
Date: 7-24-96

Signature: [Signature]  
Printed Name: Jane B. Burke  
Title: Superintendent  
Date: 7/24/96

ATTACHMENT I  
SERVICE CONTRACT

This North Carolina School Link Intranet and Internet Service Contract, hereinafter referred to as "Service Contract", is made, entered, and consummated this the 24 day of July, 1996, by and between North Carolina School Link, Inc., having its principal place of business in Cumberland County, North Carolina, hereinafter referred to as "NCSL", and Roanoke Rapids Graded School District, hereinafter referred to as "Subscriber", with a mailing address of 536 Hamilton Street, Roanoke Rapids, NC 27870-9990, and a legal process agent and address as follows: Same

---

Charges: For the hardware, equipment, software, and services to be provided by NCSL, Subscriber agrees to pay a monthly fee of \$ 3,500.00 due and payable on the first day of each month beginning the month of Sept., 1996. This monthly fee shall be applicable for the first 12 months of the term of this Service Contract, and shall continue thereafter on a monthly basis unless notified of a change by NCSL. For the convenience of Subscriber, this fee may be paid monthly, quarterly or yearly in advance of the due date. Except as otherwise agreed upon by the parties hereto, before a price change may occur, NCSL must give Subscriber at least One Hundred Twenty (120) days notice of the price change with proof of price increases by telephone or Internet service providers. The contract price is based on a minimum service subscription for Five (5) locations excluding the administrative office. Additional locations may be added as needed at the prevailing per location fee.

1. The service provided herein to Subscriber is solely for use for educational purposes by Subscriber's faculty, administration, staff and students. Non-authorized use by persons other than Subscriber's Personnel or students, is prohibited. Subscriber shall be responsible for all access to and use of the Service ordered hereunder and shall ensure that its Personnel and students comply with the terms of this Service Contract.

2. Subscriber acknowledges that all hardware and software provided herein shall remain the exclusive property of NCSL and that Subscriber shall have no right to nor interest in the hardware or software other than to access and utilize the Intranet and Internet services provided herein. Subscriber shall not remove any labeling or notices included with or embedded on the hardware or software.

3. Subscriber acknowledges and agrees that all maintenance, repair, replacement, and servicing shall be provided exclusively by NCSL, and that any problems with the operation of the service provided shall be brought to the immediate attention of NCSL.

4. From time to time, NCSL may make available to Subscriber certain additional or replacement equipment for use in connection with the Service. Any such additional or replacement equipment shall remain the sole and exclusive property of NCSL. Subscriber shall not take any action which may, directly or indirectly, impair the value of the equipment or NCSL's rights, title and interest therein and shall immediately notify NCSL of any legal proceeding affecting such property.

5. NCSL warrants that it shall maintain the original, additional or replacement equipment in good operating condition. NCSL shall perform all repairs and maintenance of the equipment, or, at its option, may replace such equipment. Subscriber will be billed for all damage to and repair or maintenance of the equipment resulting from misuse, abuse, theft or any other cause, normal use excepted. Subscriber's exclusive remedy for breach by NCSL of the equipment warranty shall be repair of the defective equipment or replacement upon its return to NCSL.

Disclaimers: NCSL will not be responsible for: software setup, installation or configuration not directly related to Internet and or Intranet access; hardware setup, installation, configuration or maintenance of School owned equipment; Lost data; violations in security due to unauthorized use of passwords; damage to equipment, software or data due to acts of God; addition of new hardware to the system, though new equipment may be installed on system; access by students to unauthorized accounts and Internet content.

EXCEPT AS SPECIFICALLY PROVIDED HEREIN, IN ATTACHMENTS AND SCHEDULES ATTACHED HERETO, THE SERVICE, HARDWARE, AND SOFTWARE ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, THE WARRANTIES OF PERFORMANCE, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. FURTHERMORE, NCSL DISCLAIMS ANY AND ALL WARRANTIES AS TO THE SERVICES PROVIDED BY ITS SUBCONTRACTORS AND BY ANY ENTITY PROVIDING INTRANET OR INTERNET RELATED SERVICES.

**Term & Termination:**

1. **Effective Date:** This Service Contract shall become effective upon approval and execution by North Carolina School Link, Inc. in Fayetteville, North Carolina.

2. **Term:** The term of this Service Contract shall be a period of One (1) year beginning on the Effective Date and shall automatically renew for a period of One (1) year upon the expiration of each term.

3. **Termination upon Breach:** NCSL may terminate this Service Contract immediately upon giving written notice of termination to Subscriber if Subscriber commits a material breach of this Service Contract. Subscriber may terminate this Service Contract immediately upon giving written notice of termination to NCSL if NCSL commits a material breach of this Service Contract.

4. **Termination upon Notice:** Either party may terminate this Service Contract after expiration of this first term upon giving the other party at least Ninety (90) days written notice of cancellation. Upon proper termination, NCSL will remove all hardware, equipment and software not later than Forty-five (45) days following the termination date. Subscriber agrees to provide 24 hour access to remove the property. Upon removal, all keys will be returned to Subscriber.

**Disclaimer and Hold Harmless Service Contract:** Subscriber shall not be responsible for, and NCSL agrees to hold harmless Subscriber from, debts contracted by NCSL, or for third-party contracts consummated by NCSL necessary to provide Intranet and Internet services, whether directly or indirectly related to the services provided by NCSL, including but not limited to hardware, equipment, software, and telephone services. Furthermore, Subscriber shall not be responsible for damage caused by acts of God to any hardware, equipment, software, or telephone equipment.

**Relocation:** Shall it become necessary during the initial term and any renewal term to require existing hardware and equipment to be moved as a result of Subscriber having to relocate or to change equipment location due to remodeling of the existing location, Subscriber shall be responsible for the necessary and reasonable cost of moving or removing the hardware and equipment.

**Covenants of Subscriber:** Subscriber agrees and covenants to providing the following: 24 hour access to the MDF of all connected locations; 24 hour access to the point of connection at each location (leased line/radio); 24 hour access and use of a ventilated and secure room no less than 6' x 6' x 8' at the Internet connection; right to have phone company install service to this room; and a 30 amp dedicated ground electrical circuit within the room.

**Fund Raiser:** NCSL, as a service to Subscriber and in the interest of the children of the State of North Carolina, will pay to the Sponsoring school, a fee equal to 10% of all service fees received by NCSL each month from each entity who subscribes to the Internet service provided herein through the fund raising program of the Sponsoring school. These funds will be paid in consideration of assistance by the schools and PTAs in distribution of promotional material and efforts made in promotion of Internet access within the community. Payment of this fee shall be conditioned on the Sponsoring school obtaining the approval of NCSL. Approval shall not be unreasonable withheld and shall be conditioned on the Sponsoring school implementing procedures necessary to insure the integrity of the fund raiser customer list.

**Miscellaneous Provisions:**

1. **Controlling Law/Situs.** This Service Contract shall be construed in accordance with the laws, regulations, and court decisions of the State of North Carolina.
2. **Construction.** All terms contained herein shall be construed in reference to their ordinary meaning as defined in any dictionary of general acceptance.
3. **Assignment of Interest.** Neither party may assign any interest under the Service Contract without the consent of the other party.
4. **Complete Agreement.** This Service Agreement by the parties is intended to be the complete and full embodiment of this transaction. Any oral or written representation made at or prior to the execution of this Service Contract are considered incorporated herein.
5. **Severability.** If any provision of this Service Contract shall be held invalid, illegal, unconscionable, or otherwise unenforceable, it is the intent of the parties that the remaining provisions shall be unaffected by such decision.
6. **Amendment.** It is the intent of the parties hereto that this Service Contract may not be amended or in anyway supplemented unless such amendment or supplement is in writing signed by the party to be charged.
7. **Binding on Successors in Interest.** This Service Contract shall be binding on the heirs, devisees, successors and assigns of the undersigned parties.

## Exhibit "A"

1. A combination of one or more technologies to provide the school with connectivity to the Intranet (WAN).
  - 56k Leased Line w/Compressed Router/Bridge
  - Ethernet Airbridge Node
  - Other similar equipment with similar bandwidth
2. A Minimum of 112k potential bandwidth to the Internet during all schools operating hours.
3. Email accounts for all School System personnel and current students.
  - email names and information will be provided to NCSL by the School System yearly with quarterly updates.
  - Email information will be provided in electronic media.
4. Web pages
  - A static Web Page for the school system.
  - Up to 10 Dynamic Web pages for the School System to update as desired.
  - A School designed Web Page per attached school.
  - Non commercial Web Pages designed by students and staff.
  - A full series of Educationally oriented Web Pages for use on student stations.
5. NCSL will provide all equipment and labor needed to attach the Intranet (MAN) with the local area network (LAN) in each location.
6. NCSL will provide one each family dialup account to all Principals and Central Office Department Heads.
7. NCSL will provide a 30% discount on family dialup accounts for all School System Personnel.
8. NCSL will provide for and setup Netscape WEB, EMAIL, PROXY and COMMUNICATION servers including all software and hardware needed.
9. NCSL will provide for the drivers and browsers needed to connect PC and Macintosh workstations to the system.
10. NCSL will maintain NCSL owned equipment in good operational status.
11. NCSL will provide a minimum of 8 community accessible modems for remote access to school information.
12. NCSL will contract and pay for all telephone company charges incurred to operate this system.
13. NCSL will pay for all subscriptions and dues required to operate the Web Site.
14. NCSL will maintain and manage the Intranet (MAN) in operational condition.
15. NCSL will make recommendations for additional equipment or software that will enhance the Intranet or the individual LANs.